

INVESTMENT MANAGEMENT AGREEMENT

AH 11

Between

AH/SUB. A/C # 3

hereinafter referred to as "the client"

and

CSF INVESTMENTS, LTD., a company organized and existing under the laws of Bermuda and having its principal place of business at Hayward Building, Bermudiana Road, Hamilton 5-31, Bermuda, hereinafter referred to as "CSF".

WHEREAS the client has certain assets described in Appendix A hereto and desires to retain the services of CSF to manage and direct the investment of said assets, and

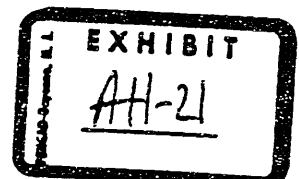
WHEREAS CSF is engaged in the business of asset management for clients and desires to manage and direct the investment of the client's assets,

IT IS THEREFORE AGREED as follows :

1. MANAGEMENT POWER

The client grants to CSF full discretionary authority to manage the account and, in particular, to perform the following transactions:

To make such investments that are customarily made through banks and stock, bond and commodity brokers, including without limitation, stocks, bonds, debentures, notes, commercial paper, certificates of deposit, warrants and options whether listed on any exchange or not, whether held for investment or trading purposes, and wherever located. The foregoing power to invest shall include the power to buy, to sell, to liquidate any investments in whole or in part, in any currency.



All acts done hereunder by CSF or its nominees shall be fully binding on the client as if done by the client. This authorization shall be governed by the laws of Bermuda and shall not expire with the death, legally presumed death, loss of legal capacity or bankruptcy of the client. It shall remain valid until CSF receives revocation in writing by the client or the then owner of the account.

2. CHARGES

As compensation for services to be performed under this Agreement, the client authorizes CSF to charge its account at the end of each three month period ending March 31, June 30, September 30, and December 31, respectively, or upon the closing of the account or upon the withdrawal of a substantial part of the value of the account, a quarterly fee which shall be 1/4 percent of the net value of the account.

3. FINANCIAL STATEMENTS

CSF will furnish the client with quarterly financial statements of the account. These statements will show a list of all cash and securities in the account with their respective market values and their aggregate net asset value or equity.

4. WITHDRAWALS AND TERMINATION

The client shall have the right to withdraw from the management of CSF any part or all of the account at any time. Any withdrawal of securities from the management of CSF shall be deemed a sale of those securities at their closing price on the day of withdrawal.

Both CSF and the client shall have the right to terminate this Agreement at any time. In the event of such withdrawals or termination, CSF shall have up to fifteen days from the date it receives notice to make payment or distribution.

5. MISCELLANEOUS CONDITIONS

- a) Signatures communicated to CSF are valid until a notice of revocation is given in writing and received by CSF.

- b) Any claim or complaint of the client in connection with any correspondence or statement issued by CSF must be made immediately but at the latest within one month of receipt of such correspondence or statement. In the absence of any claim or complaint within one month, the statements of the account are deemed to have been approved. If the client does not receive correspondence or statements as a result of requesting that his mail be held, the claim must be made as soon as he normally should have received such correspondence or statements sent by mail. The express or tacit approval of the statement of account entails the approval of all items contained therein.
- c) Any communications from CSF are deemed to have been made as soon as they have been sent to the last address given by the client. The date mentioned on the copy or on the mailing list in possession of CSF will be presumed to be the date of forwarding. Any mail kept in safe-keeping with CSF will be deemed, in the event of doubt, as having been delivered on the date mentioned thereon.
- d) Damages resulting from insufficient legitimation or from undiscovered forgeries are chargeable to the client, except in the event of gross negligence on the part of CSF.
- e) Damages resulting from the use of the mail, telegraph, telephone, telex, firm or carriers or other means of forwarding, particularly as a result of delays, losses, misunderstandings, mutilations or duplication of forwarding are chargeable to the client, except in the event of gross negligence on the part of CSF. If any such damages shall result, CSF shall cooperate fully with the client to recover from any responsible third party the amount of such damages.
- f) In the event of damages resulting from the non-execution or defective execution of an order, CSF is liable only for the loss of interest.
- g) CSF shall conduct business during normal business hours on all days of the year except Saturdays, Sundays, and all legal holiday observed by banks in Bermuda.
- h) CSF is a wholly owned subsidiary of Compagnie de Services Fiduciaires S.A., 3ter chemin Thury, Geneva, Switzerland, with whom the client may maintain an account or accounts. The client may by separate document authorize CSF to accept instructions from duly designated employees of Compagnie de Services Fiduciaires concerning his account.
- i) CSF shall not be liable for any act, omission, error of judgment or loss suffered by the client in connection with the Account except as may result from its own gross negligence, fraud, wilful misconduct or reckless disregard of its obligations and duties hereunder. The client hereby

indemnifies CSF from and against all actions, proceedings, claims, costs, demands and expenses (i) resulting in any way from the performance or non-performance of its duties hereunder except such as may result from such gross negligence, fraud, wilful misconduct or reckless disregard as aforesaid or (ii) which may arise or be brought against CSF by virtue of CSF having acted in accordance with any instruction purportedly received from the client.

6. JOINT ACCOUNT BENEFICIARIES

In the case of a joint account, each account holder has jointly and severally the right to dispose of the account and of all assets held therein without restriction. Upon the death of any joint account holder, the surviving holder or holders continue to dispose freely of the account. The personal representatives of the deceased account holder have no right to dispose of or to obtain information about the account. CSF shall be accountable solely to the surviving account holder or holders.

Upon the death of a client who has designated a beneficiary in his account authorization form, or if not, who has designated a beneficiary by subsequent letter acknowledged to have been received by CSF, or has by subsequent letter acknowledged to have been received by CSF, has changed the designation of beneficiary, and upon receipt by CSF of proof of death in a form satisfactory to it, CSF, unless otherwise required by applicable law, will follow the instructions of the beneficiary in regard to the disposition of the account. Any such account held by CSF remains subject to all terms of this Agreement.

7. APPLICABLE LAW AND JURISDICTION

All relations between CSF and its clients are governed by the laws of Bermuda. The place of execution and the place of jurisdiction for any proceedings are at the statutory office of the company in Hamilton, Bermuda.

8. ACCOUNT INFORMATION

- a. Account Name : AH/SUB. A/C 3
- b. Statement and correspondence should be held until further notice ~~to be decided~~ : _____
- c. Language of all correspondence : ENGLISH
(English, French, German, Spanish)
- d. Special instructions :
-

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CSF and the client, and shall not be modified or amended by any oral statement or written document except in writing executed by an authorized representative of CSF.

Date: _____

Signature of the Client: _____

Teulype Kerpiguel
Signature of CSF Investments, Ltd

14 JUN 1988
Date

APPENDIX A.

DEPOSIT ON JUNE 18th, 1986

US DLRS 200'000.-- (TWO HUNDRED THOUSAND)

RA *[Signature]* *[Signature]*